

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
AT SPOKANE

THE TRAVELERS INDEMNITY
COMPANY, a Connecticut corporation,

Plaintiff,

v.

WATER ENGINEERING
TECHNOLOGIES, LLC, a Washington
limited liability company,

Defendant.

NO. 2:14-cv-00087-RMP

DECLARATORY JUDGMENT IN
FAVOR OF PLAINTIFF THE
TRAVELERS INDEMNITY
COMPANY

Based on the parties' Stipulation Requesting Entry of Proposed Order and Declaratory Judgment and the other pleadings, documents, and orders in the Court file, it is hereby ADJUDGED, DECREED, AND DECLARED as follows:

- (1) The respective forms, language, terms, conditions, and exclusions (collectively, "Terms") of Travelers Indemnity Company Commercial Excess Liability Policy Numbers ISF-CUP-3001X794-IND-11 (January 4, 2011-2012), CUP-3001X794-12-42 (January 4, 2012-2013), CUP-3001X794-13-42 (January 4, 2013-2014), and CUP-3001X794-14-42

**DECLARATORY JUDGMENT
IN FAVOR OF TRAVELERS - 1**

No. 2:14-cv-00087

(January 4, 2014-2015) (collectively, “Policies”) truly, accurately, and completely reflect the coverage and Terms that Defendant Water Engineering Technologies, LLC (“Water Engineering”) procured from Plaintiff The Travelers Indemnity Company (“Travelers”) through Water Engineering’s insurance agents. None of the Policies’ respective Terms reflect a mutual mistake by Water Engineering and Travelers, and Water Engineering is not entitled to reformation of the Policies.

- (2) The Policies do not apply to any claimant’s bodily injury or property damage arising out of or in any way relating to the auto accident that is described in Plaintiff’s Complaint and that is the subject of Water Engineering’s insurance claim, *i.e.*, the auto accident that occurred on April 9, 2013 near milepost 3 on SR 243 in Grant County, Washington involving an employee of Water Engineering (“Accident”). ECF No. 1 at 7-8.
- (3) The Policies do not apply to any insured’s potential liability for damages arising out of or in any way relating to the Accident.
- (4) Travelers handled Water Engineering’s insurance claim arising out of or in any way relating to the Accident reasonably, in good faith, and compliance with all applicable law, regulations, statutes, common law, and equitable principles.
- (5) The Court enters this Judgment without an award of damages, costs, attorneys’ fees, or interest against either party.

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- (6) This is a final judgment in these proceedings, and any other existing deadlines in this matter are stricken and vacated.

Dated this 16th day of September, 2014.

s/Virginia Reisenauer

By Deputy Clerk